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15 Attorneys for Defendants
16 UBER TECHNOLOGIES, INC.
and OTTOMOTTO LLC

17 UNITED STATES DISTRICT COURT
18
19 NORTHERN DISTRICT OF CALIFORNIA
20
21 SAN FRANCISCO DIVISION

22 WAYMO LLC,

23 Plaintiff,

vs.

24 UBER TECHNOLOGIES, INC. and
25 OTTOMOTTO LLC,

26 Defendants,

CASE NO. 3:17-cv-00939-WHA

**DECLARATION OF MEREDITH R.
DEARBORN PURSUANT TO CIVIL
LOCAL RULE 6-2(a)**

1 I, MEREDITH R. DEARBORN, declare as follows:

2 1. I am a partner with the law firm Boies Schiller Flexner LLP, representing
 3 Defendants Uber Technologies, Inc. and Ottomotto LLC in this matter. I am a member in good
 4 standing of the Bar of the State of California.

5 2. I make this declaration in support of the parties' joint application to extend the
 6 deadline to return or destroy evidence imposed by Paragraph 15 of the Interim Model Protective
 7 Order.

8 3. On March 16, 2017, the Honorable William H. Alsup ordered that the parties be
 9 bound by the Court's Interim Model Protective Order (the "Protective Order"), a true and correct
 10 copy of which is attached as Exhibit A. *See Waymo LLC v. Uber Technologies, Inc., et al.*, 17-
 11 cv-00939-WHA, Doc. 63 at 6:22-24.

12 4. Paragraph 15 of the Protective Order provides that, "[w]ithin 60 days after the
 13 final disposition of this action, as defined in paragraph 4, each Receiving Party must return all
 14 Protected Material to the Producing Party or destroy such material." Protective Order ¶ 15. The
 15 Protective Order further requires each Receiving Party to certify in writing by the 60-day
 16 deadline (1) that identifies all of the Protected Material that was returned or destroyed, and (2)
 17 that affirms that it has not retained copies, abstracts, compilations, or summaries of material
 18 subject to the Protective Order. *Id.*

19 5. The parties settled this lawsuit, and a final disposition was entered on February 9,
 20 2018. *See Waymo v. Uber*, Doc. No. 2650. Each Receiving Party, as defined by Paragraph 2.17
 21 of the Protective Order, has sixty days from that final disposition, until April 10, 2018, to comply
 22 with the requirements of Paragraph 15.

23 6. Given the pendency of related matters that impose document preservation
 24 obligations on the parties that conflict with Paragraph 15's requirements, additional time is
 25 needed to satisfy conflicting preservation obligations, and it is possible the parties might
 26 hereafter request additional time if those obligations have not been satisfied.

27 7. This is the parties' first request for an extension of the time limits imposed by the
 28 Protective Order.

8. The requested extension will affect no other deadlines in this case.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 6th day of April, 2018, in Oakland, California.

/s/ Meredith R. Dearborn

Meredith R. Dearborn